AMENDMENT OF SOLICITA	ATION/MODIFI	ICATION OF CONTRACT		1. CONTRACT I	D CODE	PAC 1	EOF I	PAGES 3	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJEC	Γ NO.(If a	pplicab		
0001	26-Jul-2004								
6. ISSUED BY CODE	W917PM	7. ADMINISTERED BY (If other than item 6)		COI	DE _				
AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		See Item 6							
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		e and Zip Code)	Х	9A. AMENDME	A. AMENDMENT OF SOLICITATION NO /917PM-04-R-0009				
			Х	9B. DATED (SE 13-Jul-2004		.)			
				10A. MOD. OF 0	CONTRAC	T/ORD	ER NO	).	
				10B. DATED (S	EE ITEM	13)			
CODE	FACILITY CODI	•	IT A T	FIONS					
X The above numbered solicitation is amended as set forth in		PPLIES TO AMENDMENTS OF SOLIC	_		is not exte	andod			
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a refer RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this ame provided each telegram or letter makes reference to the so	copies of the amendment rence to the solicitation and at RECEIPT OF OFFERS PRIO ndment you desire to change	; (b) By acknowledging receipt of this amendment of mendment numbers. FAILURE OF YOUR ACKNO OR TO THE HOUR AND DATE SPECIFIED MAY an offer already submitted, such change may be ma	on eac OWLI 7 RES de by	h copy of the offer su EDGMENT TO BE SULT IN telegram or letter,	bmitted;				
12. ACCOUNTING AND APPROPRIATION DAT	'A (If required)								
		O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITE							
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.					E IN THE				
B. THE ABOVE NUMBERED CONTRACT/OF office, appropriation date, etc.) SET FORTH					anges in pa	nying			
C. THIS SUPPLEMENTAL AGREEMENT IS E	ENTERED INTO PURS	UANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and aut	thority)								
E. IMPORTANT: Contractor is not,	is required to sign	this document and return	cop	ies to the issuing	office.				
<ul><li>14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.)</li><li>Questions and Comments</li></ul>	ATION (Organized by	UCF section headings, including solicitation	on/ec	ontract subject ma	tter				
Except as provided herein, all terms and conditions of the docur 15A. NAME AND TITLE OF SIGNER (Type or pr		16A. NAME AND TITLE OF CON			R (Type or	print)			
LCD CONTRACTOR/OFFER OR	Ito Divergioves	TEL:	· · ·	EMAIL:	1.	(O. D.)	EE OX	NIET	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		CA			6C. DAT	E SIG	iNED	
(Signature of person authorized to sign)	-	BY (Signature of Contracting Office)	cer)			26-Jul-2	2004		
(Digitature of person audiorized to sign)	I	(Signature of Contracting Offi	001)		1				

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## **SUMMARY OF CHANGES**

(End of Summary of Changes)

## The following items are applicable to this modification: MODIFCATION

1. **Comment:** It will be essential, at a minimum to have a dedicated Contract Management Team in place in order to respond to subsequent task orders for plans and security operations.

Response: Yes the contractor should have a CMT in place shortly after the contract being awarded.

2. **Comment**: Many of the items listed on page 11, under "7, Contractor Furnished Property", to include weapons, ammunition, uniforms, specialized equipment and armored vehicles, have long-lead times and would need to be purchased and in some cases transported from abroad in advance of an operation (Task Order). How does the Government anticipate the contractor would be able to respond to a Task Order for a current threat without considering the lead times for CFP?

**Response:** The government anticipates awarding TO 0001, TO 0002 and TO 0003, or equivalent work, shortly after the contract is awarded. The contractor will have to have the weapons, ammunition, uniforms, specialized equipment in place for these task orders shortly after the contract is awarded. The Government realizes there is at least a 3-month lead time for armored vehicles. The contractor won't be expected to have armored vehicles when the contract is executed but be able to obtain them within a reasonable amount of time once they are requested in a Task Order.

3. **Comment**: Page 26, the RFP states, "the contractor is encouraged to not incur any liability until the Notice to Proceed is issued under a task order. This paragraph goes on to say that the "contractor may be required to have the personnel available for sample 0001, 0002 and 0003 within two weeks of the award of the contract. By available is the Government referring to being available on the ground and able to begin operations in Afghanistan? Which personnel is the Government referring to – "the Key Personnel", the western, TCN and Afghan trained guards or all? Given the lead times for uniforms, equipment and the armored vehicles and the requirements for assembly at Fort Bliss, Texas, this is unclear.

**Response:** The contractor's American employees who are not currently in country at the time of award will be required to report to the United States Army Corps of Engineer's Transatlantic Center or Fort Benning. In processing takes one week. The week after in-processing, Contractor employees will be expected to deploy to Afghanistan. Therefore, if TO 0001 is awarded immediately after the contract is awarded, the USACE will provide additional time for the personnel to arrive from the states to "fully" staff the TO.

Within two weeks of award, the contractor is expected to be able to execute TO 0002 and TO 0003.

**Comment**: Sample Task 0001, for the Kandahar airfield requires a three vehicle armored car convoy. It is assumed that these vehicles will be the armored vehicles noted on Page 11. Will the Government provide the lead time to

bring armored vehicles to Kandahar for Performance of Sample Task 0001, if issued as a task order upon contract award.

**Response**: The government is aware of the lead times for obtaining armored vehicles and will take this into consideration when awarding task orders. The scope of work for sample TO 0001 does include armored vehicles. The contractor's proposal for Sample TO 0001 must include the cost to the Government of the vehicles the contractor intends to use for this TO 0001 or similar requirement. The actual task order may require an unarmored or lightly armored substitute while waiting for the armored vehicles.

**5.** Comment: Is there an incumbent contractor for this or a similar effort? If so, does the contractor have armored vehicles that would be considered Government property?

**Response:** There is no incumbent contractor.

**6. Comment:** If the Government will not commit to a minimum order above \$200,000 and does not issue an initial task order which would cover set-up of the CMT and purchase/transport of long lead time material, how does the Government expect the contractor to cover its expenses for purchasing/leasing/transporting of three armored vehicles to be on stand-by for intermittent use in remote regions of Afghanistan over a one-year performance period.

**Response:** The government expects to pay a fair profit to the contractor for the lease, use or purchase of an armored vehicle. How the contractor bills the government ,i.e., depreciation rate or other cost, is a business decision. The Government anticipates that the armored vehicles will be required for long-term assignments, 6 months, ( actual duration will be based on Task Orders) in addition to an intermittent basis. The contractor will not be required to maintain vehicles on stand by for intermittent/infrequent use alone under this contract.

It is not the Government's intent to cover 100% of the cost plus profit and overhead of these vehicles on this contract. It is also not the Government's intent to cover 100% of the cost of setting up an office in Afghanistan. The Government will pay a competitive overhead rate for office expenses in Afghanistan.